

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENT:

This **MEMORANDUM OF AGREEMENT** made and entered into at Pastrana Leyte, Philippines on _____ by and between

The **EASTERN VISAYAS STATE UNIVERSITY** of Tacloban City represented by its President, **DR. DOMINADOR O. AGUIRRE, JR.**, hereinafter as **EVSU**

And

The **MUNICIPALITY OF PASTRANA**, represented by its Municipal Mayor, **HON. ALVIN T. OPINIANO**, hereinafter to as **LGU**.

WITNESSETH:

WHEREAS, EVSU is a higher learning institution mandated to develop potentialities of Region VIII;

WHEREAS, EVSU is mandated with four major functions, the instruction, research, production and extension services;

WHEREAS, EVSU is mandated to implement an extension services program to its immediate communities and to its development partners and identified clients;

WHEREAS, the LGU is enjoined to develop linkage and networking with academic and other institutions to meet its goal of income generation for its constituents;

WHEREAS, the LGU in its intention of providing livelihood and job opportunities to various sectors of the Municipality engage in meaningful partnership with EVSU for technical skills assistance and consultancy;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree and stipulate:

A. RESPONSIBILITIES OF EVSU

1. The EVSU shall provide available skills and technical manpower resources to the LGU whenever required by the latter's livelihood and entrepreneurship program and projects;

2. Inform LGU of any supplies or materials required by the personnel in the conduct of skills and technical assistance.
3. The EVSU shall inform the LGU of possible and potential program of the University related to livelihood and entrepreneurship;

B. RESPONSIBILITIES OF THE MUNICIPALITY OF PASTRANA

1. Inform and coordinate with EVSU the conduct of livelihood and entrepreneurship programs and projects that will require necessary technical assistance from EVSU;
2. The LGU shall ensure the availability of supplies and/ or materials to be used by that the EVSU personnel when extending skills and technical assistance to LGU activities.
3. The LGU shall ensure the security of the skills and technical manpower resources sent by EVSU to any of the program and projects implemented by the LGU.

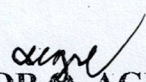
C. UNDER THIS AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS ARE LIKEWISE INCLUDED:

1. It is expressly understood that there will be no employer-employee relationship between the LGU and EVSU personnel extending assistance. No compensation shall be paid to the latter from the LGU.
2. EVSU shall defend, indemnify and hold the LGU its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, loss or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of EVSU personnel in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the LGU.

D. EFFECTIVITY

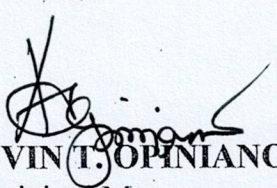
The Agreement shall be effective, valid and binding for **five (5) years** from the date of signing by the contracting partners without prejudice to the revision or modification of any or some of the provisions which may hereinafter be agreed upon the contracting parties that such provision or modification are consistent with the original intent and purpose of the Agreement. Nothing may prevent any of the contracting parties from terminating this Agreement for any justifiable reason upon fifteen (15) days of notice.

By the Authority of the Board of Regents:


DR. DOMINADOR O. AGUIRRE, JR.

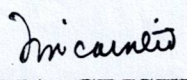
President
Eastern Visayas State University

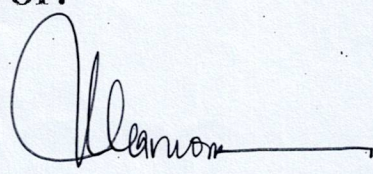
And

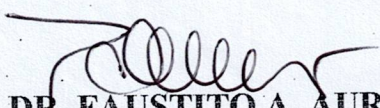

HON. ALVIN T. OPINIANO M. D.

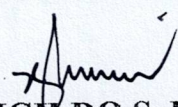
Municipal Mayor
Pastrana Leyte

SIGNED IN THE PRESENCE OF:


DR. MA. CRISTINA I. CAINTIC
Vice-President for Research and
Extension


MERLE O. CUSIOR
Municipal Administrator


DR. FAUSTITO A. AURE
Director, Extension Services


DR. HERMINIGILDO S. BADION
Dean, College of Education

ACKNOWLEDGEMENT

Republic of the Philippines)
Pastrana Leyte) SS

BEFORE ME, a Notary Public for and in Pastrana Leyte, Philippines, this _____ Day
of _____ 2019, personally appeared

NAME	EVIDENCE OF IDENTITY	DATE ISSUED PLACE OF ISSUANCE
DR. DOMINADOR O. AGUIRRE, JR.	EVSU ID # A10249400	1-7-2013 TACLOBAN CITY
HON. ALVIN T. OPINIANO M.D.	PRC # 0065115	5/7/2015

Known to me before the same persons who executed the foregoing document, consisting
of ____ pages including the page on which this acknowledgement is written and they
acknowledged to me that the same is their free act and deed.

WITNESS MY HAND AND SEAL, at the place and on the date first above written.

Doc No. 63
Page No. 17
Book No. 416
Series No. 2019


ATTY. EDWIN Y. CHUA
NOTARY PUBLIC
PTR NO. 7839456
UNTIL DEC. 31, 2019

27